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16 *Attorneys for Plaintiff*

17 **UNITED STATES DISTRICT COURT**
18 **DISTRICT OF NEVADA**

19 DANIEL S. HALES,

20 Plaintiff,
21 v.

22 GRANT & WEBER, INC.; BARCLAYS
23 BANK DELAWARE; CHASE BANK,
24 NATIONAL ASSOCIATION; FIRST
25 NATIONAL BANK OF OMAHA;
EQUIFAX INFORMATION SERVICES,
LLC; EXPERIAN INFORMATION
SOLUTIONS, LLC,

Case No. 2:17-cv-00414-RFB-VCF

26 **STIPULATED**
27 **PROTECTIVE ORDER**

Defendants

1 IT IS HEREBY STIPULATED by Plaintiff Daniel S. Hales (“Plaintiff”) and
2 Defendants EXPERIAN INFORMATION SOLUTIONS, INC (“EXPERIAN”),
3 BARCLAYS BANK DELAWARE (“Barclays”), EQUIFAX INFORMATION
4 SERVICES, LLC (“Equifax”) and First National Bank of Omaha (FNBO) (collectively,
5 the “Parties”), through their attorneys of record as follows:

6 WHEREAS, documents and information may have been and may be sought,
7 produced or exhibited by and among the parties to this action relating to secret,
8 proprietary, private, or confidential information, including, but not limited to, trade
9 secrets, confidential research, development, technology, employment or personnel
10 records, financial records, information regarding company structure and strategies, and
11 any other proprietary information not readily available to the public belonging to the
12 defendants and/or personal income, credit and other confidential information of Plaintiff.

13 THEREFORE, an Order of this Court protecting such confidential information
14 shall be and hereby is made by this Court on the following terms:

15 1. This Order shall govern the use, handling and disclosure of all documents,
16 testimony or information produced or given in this action which are designated to be
17 subject to this Order in accordance with the terms hereof.

18 2. Any party or non-party producing or filing documents or other materials in
19 this action who believes, or reasonably should believe, such documents or other materials
20 represent commercially or personally sensitive information, trade secrets or proprietary
21 material may designate such materials and the information contained therein subject to
22 this Order by typing or stamping on the front of the document, or on the portion(s) of the
23 document for which confidential treatment is designated, “Confidential.”

24 3. To the extent any motions, briefs, pleadings, deposition transcripts or other
25 papers to be filed with the Court incorporate documents or information subject to this
26 Order, the party filing such papers shall designate such materials, or portions thereof, as
27 “Confidential,” and shall file them with the clerk under seal; provided, however, that a

1 copy of such filing having the confidential information deleted therefrom may be made
2 part of the public record. Any party filing any document under seal must comply with the
3 requirements of Local Rules.

4 4. All documents, transcripts, or other materials subject to this Order, and all
5 information derived therefrom (including, but not limited to, all testimony, deposition, or
6 otherwise, that refers, reflects or otherwise discusses any information designated
7 Confidential hereunder), shall not be used, directly or indirectly, by any person, including,
8 without limitation, Plaintiff, Equifax, FNBO, Barclays or Experian, for any business,
9 commercial or competitive purposes or for any purpose whatsoever other than solely for
10 the preparation and trial of this action in accordance with the provisions of this Order.

11 5. Except with the prior written consent of the individual or entity designating
12 a document or portions of a document as “Confidential,” or pursuant to prior Order after
13 notice, any document, transcript or pleading given “Confidential” treatment under this
14 Order, and any information contained in, or derived from any such materials (including
15 but not limited to, all deposition testimony that refers, reflects or otherwise discusses any
16 information designated confidential hereunder) may not be disclosed other than in
17 accordance with this Order and may not be disclosed to any person other than: (a) the
18 Court and its officers; (b) parties to this litigation; (c) counsel for the parties, whether
19 retained counsel or in-house counsel and employees of counsel assigned to assist such
20 counsel in the preparation of this litigation; (d) fact witnesses subject to a proffer to the
21 Court or a stipulation of the parties that such witnesses need to know such information;
22 (e) present or former employees of the producing party in connection with their
23 depositions in this action (provided that no former employees shall be shown documents
24 prepared after the date of his or her departure); and (f) experts specifically retained as
25 consultants or expert witnesses in connection with this litigation.

26 6. Documents produced pursuant to this Order shall not be made available to
27 any person designated in Subparagraph 5(f) unless he or she shall have first read this

1 Order, agreed to be bound by its terms, and signed the attached Declaration of
2 Compliance.

3 7. All persons receiving any or all documents produced pursuant to this Order
4 shall be advised of their confidential nature. All persons to whom confidential information
5 and/or documents are disclosed are hereby enjoined from disclosing same to any person
6 except as provided herein, and are further enjoined from using same except in the
7 preparation for and trial of the above-captioned action between the named parties thereto.
8 No person receiving or reviewing such confidential documents, information or transcript
9 shall disseminate or disclose them to any person other than those described above in
10 Paragraph 5 and for the purposes specified, and in no event shall such person make any
11 other use of such document, information, or transcript.

12 8. Nothing in this Order shall prevent a party from using at trial any
13 information or materials designated “Confidential.”

14 9. This Order has been agreed to by the parties to facilitate discovery and the
15 production of relevant evidence in this action. Neither the entry of this Order, nor the
16 designation of any information, document, or the like as “Confidential,” nor the failure to
17 make such designation, shall constitute evidence with respect to any issue in this action.

18 10. Within sixty (60) days after the final termination of this litigation, all
19 documents, transcripts, or other materials afforded confidential treatment pursuant to this
20 Order, including any extracts, summaries or compilations taken therefrom, but excluding
21 any materials which in the good faith judgment of counsel are work product materials,
22 shall be returned to the Producing Party.

23 11. In the event that any party to this litigation disagrees in these
24 proceedings with any designation made under this Protective Order, that party shall notify
25 the disclosing party of its disagreement with the Confidential information designation as
26 soon as possible, but in no event later than forty-five (45) days of the designation of the
27 discovery material as Confidential. Counsel for the parties shall then endeavor to reach

1 an agreement regarding the status of the affected discovery material within ten (10)
2 business days of the date notice of the disagreement was given (the “Meet and Confer
3 Period”). If no agreement has been reached upon the expiration of the Meet and Confer
4 Period, the party seeking the designation of Confidential information may seek
5 appropriate relief from the Court. Any application for such relief must be filed and served,
6 if at all, within thirty (30) days following the expiration of the Meet and Confer Period.
7 During the pendency of any challenge to the designation of a document or information,
8 the designated document or information shall continue to be treated as “Confidential”
9 subject to the provisions of this Protective Order.

10 12. Nothing herein shall affect or restrict the rights of any party with respect
11 to its own documents or to the information obtained or developed independently of
12 documents, transcripts and materials afforded confidential treatment pursuant to this
13 Order.

14 13. The Court retains the right to allow disclosure of any subject covered by
15 this stipulation or to modify this stipulation at any time in the interest of justice.

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1 **IT IS SO STIPULATED.**

2 Dated this 29th day of September, 2017.

3 ALLISON R. SCHMIDT ESQ., LLC

4 /s/ Miles N. Clark

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Attorneys for First National Bank of Omaha

ORDER

IT IS SO ORDERED.

Carl Gaddis

UNITED STATES MAGISTRATE JUDGE

DATED: 11-9-2017

Hales v. Grant & Weber, Inc., et al
2:17-CV-00414-RFB-VCF

EXHIBIT A

DECLARATION OF COMPLIANCE

(Hales v. Grant & Weber, Inc., et al; Case No. 2:17-CV-00414-RFB-VCF)

I, _____, declare as follows:

1. My address is _____.
 2. My present employer is _____.
 3. My present occupation or job description is _____.
 4. I have received a copy of the Stipulated Protective Order entered in this action on _____, 20_____.
5. I have carefully read and understand the provisions of this Stipulated Protective Order.
6. I will comply with all provisions of this Stipulated Protective Order.
7. I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order.
8. I will use such information, documents or other materials produced subject to this Stipulated Protective Order only for purposes of this present action.
9. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to this Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.
10. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action.

I declare under penalty of perjury under the laws of the United States that the following is true and correct.

Executed this ____ day of _____, 2017 at _____.

QUALIFIED PERSON